



Governor's Office

STATE OF LOUISIANA

**Governor's Office of Homeland Security
& Emergency Preparedness**

Solicitation No.: **111PUR-100001**
Proposal Submission Date: **May 26, 2010**
Proposal Submission Time: **2:00 PM**

**REQUEST FOR PROPOSALS
FOR**

**TECHNICAL ASSISTANCE CONTRACTOR
For Recovery Efforts From
Hurricanes Katrina, Rita, Gustav and Ike and
Other Future Disasters**

April 16, 2010

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1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the *Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)* (hereinafter referred to as the State) for the purpose of entering into a contract with a technical assistance contractor who will provide qualified personnel familiar with the FEMA Public Assistance and Hazard Mitigation programs as described in this RFP. The technical assistance provided by Contractor personnel will assist the State in expediting recovery operations from current and future federally declared disasters and will assist the applicants from those disasters in maximizing their grant opportunities.

1.2 Background

In addition to the extensive damage which Louisiana experienced from Hurricanes Katrina and Rita in 2005, the State of Louisiana was impacted in 2008 by Hurricanes Gustav and Ike. While conducting recovery operations from the above disasters, the State of Louisiana must be prepared to recover from any future disasters which may occur during the term of this contract.

1.3 Scope of Services

The proposed Consulting Services Contract (Attachment III) outlines the scope of services that the Contractor is required to perform.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The term of this contract shall begin on August 24, 2010 and shall terminate on August 23, 2011. The State has the right to extend the contract for two additional 12-month periods, for a maximum contract period of three years.

2.2 RFP Coordinator

The State Coordinator for this RFP is:

Ben Plaia
Legal Counsel for Disaster Recovery
GOHSEP
415 N. 15th Street
Baton Rouge, LA 70802

Requests for copies of this RFP and written questions **must be emailed** to the RFP Coordinator at ben.plaia@la.gov.

2.3 Respondent Inquiries

The State will respond to written inquiries from respondents regarding RFP requirements received **on or prior to 4:00 pm CST on May 05, 2010** as stated in the Calendar of Events (paragraph 2.5). Questions presented by a potential respondent and the Coordinator's response will be sent to all other potential respondents who have provided the RFP Coordinator with a point of contact.

Only the RFP Coordinator has the authority to officially respond to a respondent's question(s) on behalf of the State. Any communication from any other individual is not binding on the State.

2.4 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	04/21/10
Deadline for receiving respondent inquiries	05/05/10
Issue responses to respondent inquiries	05/12/10
Proposal submission deadline	05/26/10
Notice of Intent to Award to be mailed	06/16/10
Forward contract to OCR for approval	07/05/10
Contract Effective Date	08/24/10

2.5 RFP Addenda

The State reserves the right to change the calendar of events or revise any part of this RFP by issuing an addendum to this RFP at any time.

2.6 Definitions

2.6.1 Shall, must, or will - Denotes mandatory language; a requirement that must be met without alteration

2.6.2 Should, can, or may - Denotes desirable, non-mandatory language.

3.0 PROPOSAL INFORMATION

3.1 Response Instructions

Respondents to this RFP must submit sealed proposals that shall contain all mandatory information that is specified in paragraph 4.0 and in the manner outlined in paragraph 5.2. The original proposal with the original signature of the respondent's authorized representative must be delivered to the following **on or before 2:00pm CST on May 26, 2010**:

GOHSEP
ATTN: Marilyn Cooper
Purchasing Manager
7667 Independence Blvd.
Baton Rouge, LA 70806

The State requests that the proposer also provide 5 copies.

Failure to submit an original proposal shall cause the respondent to be disqualified.

A certified copy of a board resolution or other proper authorization granting signature authority must be submitted. Fax or e-mail submissions are not acceptable. Failure to submit all information requested may result in the State requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal. Proposals which are substantially incomplete or lack key information will be given lower scores by the State. Proposals that do not contain mandatory information as required in this RFP shall be rejected.

It is solely the responsibility of each respondent to assure that their proposal is delivered at the specified place on or prior to the deadline for submission. Proposals not received on schedule will be rejected.

3.2 Required Qualifications of Respondent

Respondents to this RFP shall provide information in their proposal that demonstrates the following:

3.2.1 Experience in disaster recovery operations at the national, state and local levels to include experience administering the FEMA Public Assistance and Hazard Mitigation programs.

3.2.2 Knowledge of and application of federal laws, regulations and policies that govern the FEMA Public Assistance and Hazard Mitigation programs.

3.2.3 Experience in a state disaster recovery operation, or equivalent experience commensurate with proven abilities to perform those functions outlined in the Scope of Services of the proposed contract (Attachment III).

3.2.4 Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

3.2.5 Has the necessary experience, organization, technical qualifications and skill, or has the ability to obtain them;

3.2.6 Is able to comply with the proposed or required time of delivery or performance schedule;

3.2.7 Has a satisfactory record of integrity, judgment, and performance;

3.2.8 Is otherwise qualified and eligible to receive an award under applicable laws and regulations;

3.2.9 Proposal contains sufficient information for the State to make a determination that respondent meets the above qualifications as outlined in paragraphs 4.2 and 5.2.

3.2.10 Respondent must attach to the proposal a signed copy of the Certification Statement as shown in Attachment I.

3.3 Mandatory Administrative Evaluation

All proposals will be reviewed by the Evaluation Team to determine compliance with mandatory requirements as specified in this RFP. Proposals found not to be compliant will be rejected from further consideration. Mandatory requirements are those listed in paragraphs 3.1, 3.2, 3.7, 4.2.5, 5.1, 5.2.3, and 5.2.6.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive any or all of the administrative informalities stated in this RFP.

3.5 Rejection of Proposal

Issuance of this RFP does not constitute a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A respondent may withdraw a proposal at any time up to the date and time the contract is awarded. The withdrawal must be submitted in writing and directed to the RFP Coordinator.

3.7 Subcontracting Information

The State shall award the contract to a single contractor. The contractor shall be responsible to fulfill all of the requirements of the contract. The contractor may employ the services of sub-contractors. Should the respondent anticipate the use of sub-contractors if awarded the contract, respondent shall include specific designations of the tasks to be performed by the subcontractor(s). Information required of the respondent under the terms of this RFP is also required for each potential subcontractor to be employed.

The contractor shall not employ subcontractors to provide any of the services described herein without the prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this provision.

3.9 Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the proposal must be clearly marked. Proposals containing substantial contents marked as confidential or proprietary may be rejected by the State.

3.10 Cost of Preparing Proposals

All costs associated with the response to this proposal are the sole responsibility of the respondent.

3.11 Errors and Omissions in Proposal

The State reserves the right to correct any errors or omissions and/or to request any clarification or additional information from any respondent.

3.12 Contract Award and Execution

Upon receipt and evaluation of all proposals, the State reserves the right to award a contract without further discussion. The State reserves the right to contract for all or a partial list of services reflected in this RFP and addressed in the received proposals.

3.13 RFP and Proposal as Part of Contract

This RFP and the selected respondent's proposal will become part of any contract which the State and respondent enter into.

4.0 EVALUATION AND SELECTION

4.1 Evaluation Methodology

An evaluation team will be appointed by the Director, GOHSEP, to evaluate all proposals in accordance with the criteria stated in paragraph 4.2.

4.2 Selection Criteria

The selection criteria to be applied to all proposals are as follows:

4.2.1 Company qualifications, experience and past performance: 20 points

The qualifications, experience and past performance of the respondent will be judged against the scope of services outlined in the Proposed Contract for Consulting Services (Attachment III). The same criteria will be applied to proposed sub-contractors which the respondent intends to employ.

4.2.2 Proposed staff qualifications and experience: 30 points

The evaluation team will review the resumes of the respondent's proposed staff to determine the level and type of qualifications and experience as it relates to the job descriptions stated in Attachment II and the scope of services in Attachment III. The same criteria will be applied to the personnel of proposed sub-contractors which the respondent intends to employ.

The information on staff qualifications should include education, training, technical and project experience, names and points of contact of prior employers and dates of employment, relevant and related experience, job descriptions on current and prior projects and any applicable certifications. Resumes should include a list of knowledge, skills and abilities of the individual which qualify that individual for the assigned position that individual will hold.

4.2.3 Project methodology approach: 20 points

Each proposal will be evaluated on the respondent's project approach. The respondent should submit a project plan which will allow the evaluation team to determine how the respondent will best meet the needs of the State.

4.2.4 Financial stability: 5 points

The financial stability of the respondent will be evaluated to determine the respondent's ability to meet all costs of the respondent's proposal for a period of 120 days without receipt of payment from the State.

4.2.5 Cost: 25 points

The cost evaluation will be based upon the hourly labor rates for the following positions submitted by the respondent. The lowest cost will be determined by the sum of all hourly rates stated. The respondent with the lowest "total hourly cost-all positions" will receive 25 points for the cost category. The remaining respondents will receive a score based upon the following formula:

$$CS = (LPC/RC*25)$$

CS = Compared cost score for respondent

LPC = Lowest proposed cost for all respondents

RC = Respondent's cost

Position	Estimated Number Required ¹	Hourly Rate per Position ²	Total Cost ³
Senior Advisor for Disaster Recovery ⁴	1		
PA Program Assistance Liaison	24		
Technical Assistance Liaison	12		
Problem Resolution Officer	2		
Appeals Specialist	2		
Debris Manager	1		
Senior Advisor for Mitigation	1		
Mitigation Specialist	10		
Disaster Recovery Technician	2		
Project Manager	1		
Total Hourly Cost -All Positions ⁵			

¹ The above chart is intended for cost comparison. The Contractor shall be required to deploy (report for duty) a minimum of fifty percent (50%) of the listed personnel on the day the contract commences and the remainder to report within thirty days of the commencement date. The Contractor shall be required to add or remove staff from the estimated number required during the term of this contract based solely on the needs of the State.

² The hourly rate per position shall be inclusive of all costs except for travel. Travel expenses shall be reimbursed in accordance with Louisiana travel regulations and policy (PPM 49)

³ The total cost is the sum of the Estimated Number Required multiplied by the hourly rate.

⁴ Individual required to work a minimum of 40 hours per month; additional time to be determined at the discretion of the GOHSEP Deputy Director for Disaster Recovery.

⁵ The total hourly cost of all positions is the sum of the total cost and will be used to determine the compared cost score for the respondent.

4.2.6 Selection of Contractor

The evaluation team shall recommend the award of the contract to the respondent that receives the highest score on the evaluation criteria.

5.0 CONTRACTOR REQUIREMENTS

5.1 Requirements of Legal Entities

Respondents who are corporations, partnerships or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of Louisiana at the time of the submission of their response to this RFP. A certificate of good standing from the Louisiana Secretary of State shall be attached to the respondent's proposal.

5.2 Proposal Format

The proposal format received from the respondent should be as follows:

5.2.1 Executive Summary

This section serves to introduce the respondent to the evaluation team. This section should include a brief history of the company, organizational structure

and number of years in business. Additionally, respondent should supply a summary of all of the information which the respondent has included in the body of the proposal and that information which the respondent believes is most important to its proposal.

5.2.2 Company Qualifications, Experience and Past Performance

In addition to the information stated in paragraph 4.2.1, the respondent should include references from past and current clients, to include points of contact for those references.

If subcontractors will be employed, the respondent should provide the same information regarding the subcontractor(s) as is requested for the respondent.

5.2.3 Proposed Staff Qualifications and Experience

This paragraph should contain the information listed in paragraph 4.2.2. Additionally, respondent shall attach resumes for the following personnel: Senior advisor for Disaster Recovery (1) PA Program Assistance Liaison (at least 12) Technical Assistance Liaison (at least 6) Problem Resolution Officer (at least 1) Appeals Specialist (at least 1) Debris Manager (1) Senior Advisor for Mitigation (1) Mitigation Specialist (at least 5) Disaster Recovery Technician (at least 1) Project Manager (1). These resumes shall be resumes of the persons who will be assigned to provide the services of the contract if respondent is awarded the contract.

5.2.4 Project Methodology

This paragraph should contain the information listed in paragraph 4.2.3.

5.2.5 Financial Stability

This paragraph should contain the information listed in paragraph 4.2.4.

5.2.6 Cost

This paragraph shall contain hourly rates for each position listed in Paragraph 4.2.5.

ATTACHMENT I
CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The State requests that the proposer designate one person to receive all documents or other communication and the method in which the documents and communication are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Respondent grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, respondent certifies that:

- (1) The information contained in the response to this RFP is accurate;
- (2) Respondent has complied with each of the mandatory requirements listed in the RFP and meets or exceeds the requirements stated therein;
- (3) Respondent accepts all requirements, conditions and terms set forth in this REP and the proposed contract;
- (4) Respondent's quote is valid for at least 90 days from the date of respondent's signature below;
- (5) Respondent agrees that if selected as the successful respondent, respondent will have 10 business days from the date of notice of contract award to execute the final contract document and to commence work on the date stated in paragraph 2.5 of the RFP.
- (6) Respondent declares that respondent has not been debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance program under Executive Order 12459, "Debarment and Suspension..."

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Respondent's Authorized Representative

DATE

ATTACHMENT II
POSITION DESCRIPTIONS

1. Senior Advisor for Disaster Recovery

Responsible for providing oversight to contract personnel assigned directly to the GOHSEP Public Assistance Program and to provide technical assistance to the senior leadership of the GOHSEP Disaster Recovery Division. This individual shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Public Assistance Program and have a minimum of 5 years experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.

2. PA Program Assistance Liaison

Assist the State in the administration of the FEMA Public Assistance Program in support of the State's sub-grantees. Assigned individually and in groups to sub-grantees as needed in order to identify and address programmatic issues related to recovery operations. Serves as the representative of the State to sub-grantees for the FEMA Public Assistance program. Assist sub-grantees with the preparation and review of project worksheets, and provides technical assistance to the sub-grantee throughout the life of the project(s). Individual should be familiar with the operational and regulatory aspects of the FEMA Public Assistance Program. Individual should possess excellent interpersonal and communication skills and have a minimum of two years experience working on a state/federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.

3. Technical Assistance Liaison

Reviews and determines the technical requirements and cost analysis of projects. Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal and local laws, regulations and policies, provides expert assistance on payment issues regarding permanent work and alternate/improved projects. Individual shall have training and education in one or more of the technical fields of construction and engineering, architecture, environmental assessments, historic preservation, insurance, alternate and improved projects and knowledge of federal regulations pertaining to the FEMA Public Assistance Program. The individual will possess the appropriate professional license.

4. Problem Resolution Officer

Responds to sub-grantee inquiries and facilitates the resolution of sub-grantee problems/conflicts. Identifies and analyzes data and information which may suggest a developing pattern of problems or complaints and provides the State leadership with courses of action to intervene/correct the situation. Monitors project compliance with applicable federal and state laws, regulations and policies.

5. Appeals Specialist

Provides information and technical assistance to sub-grantees prior to and throughout the appeals process. Assists the sub-grantees in the preparation of the sub-grantee appeal and provides a supplemental response to the sub-grantee appeal. Individual must be a graduate of an accredited law school, have knowledge of state and federal laws, regulations and policies applicable to the FEMA Public Assistance and Hazard Mitigation Assistance programs, possess analytical skills and experience preparing legal briefs and courtroom presentations.

6. Debris Manager

Serves as the senior technical advisor for the State and sub-grantees on all debris issues. Responsible for providing the GOHSEP Deputy Director for Disaster Recovery and senior staff, the status of debris management of current and future federally declared disasters, identifying problems and providing the State with recommended solutions. Serves as the state's coordinator and primary point of contact with the FEMA debris management team. Facilitates dispute resolution on debris management issues involving federal, state and local entities. Individual shall possess the experience commensurate with the proven ability to perform the above stated duties.

7. Senior Advisor for Mitigation

Responsible for providing oversight to contract personnel assigned directly to the GOHSEP Hazard Mitigation Assistance Programs and to provide technical assistance to the State Hazard Mitigation Officer. This individual shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Hazard Mitigation Assistance Programs and have a minimum of 5 years experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with ability to perform the necessary duties.

8. Mitigation Specialist

FEMA/State Program Expert, with particular expertise in all of the FEMA Hazard Mitigation Assistance Programs (HMGP - PDM - FMA - RFC - SRL), Section 404 / 406 mitigation measures, benefit cost analysis, mitigation planning, and floodplain management regulations; Section 106 HP knowledge and experience a plus. Reviews applications for programmatic compliance; reviews mitigation plans for programmatic compliance; assists Disaster Recovery Specialists in the performance of their duties, performs QC/QA on applications for funding; assists with the submission of projects into NEMIS; makes recommendations for HMA Program projects; ensures compliance with flood plain management regulations.

9. Disaster Recovery Technician

Individuals will provide subject-matter expertise in a wide range of duties directly related to the FEMA Public Assistance program. The subject-matter expertise may include but not be limited to: debris monitors, grant administrators, paralegals, GIS technicians and executive assistants.

10. Project Manager

Required to perform the duties of Project Manager as listed in paragraph 1.6.2 of the Proposed Consulting Contract (Attachment III). Individual shall have knowledge of the FEMA Public Assistance and Hazard Mitigation programs and experience commensurate with the position.

ATTACHMENT III
PROPOSED CONSULTING CONTRACT

STATE OF LOUISIANA
CONTRACT

On this ___ day of _____, 2010, the State of Louisiana, the Governor's Office of Homeland Security and Emergency Preparedness, hereinafter referred to as "the State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter referred to as "the Contractor", do hereby enter into this contract under the following terms and conditions.

1.0 SCOPE OF SERVICES**1.1 STATEMENT OF WORK**

The Contractor shall provide technically qualified personnel to the State for the purpose of assisting the State in the administration of the FEMA Public Assistance and Hazard Mitigation Assistance programs in connection with all current federally declared disasters and any subsequent federally declared disasters which may occur during the term of this contract.

1.2 GOALS

1.2.1 Goal #1: The Contractor shall assist the State in execution of the program requirements for the Stafford Act Public Assistance and Hazard Mitigation programs for current and future federally declared disasters.

1.2.2 Goal #2: The Contractor shall assist applicants in maximizing grant opportunities.

1.3 TASKS

1.3.1 Provide management and oversight of all contractor staff and subcontractors to assure compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of contract personnel assignments and performance.

1.3.2 Assist sub-grantees in the preparation of and review of project worksheets for the Public Assistance Program.

1.3.3 Analyze data and identify existing problems areas and recommend solutions.

1.3.4 Gather information, review and recommend for approval the technical components of project worksheets in areas to include but not limited to: engineering, environmental, historical preservation, construction cost analysis, insurance, construction contract compliance, clearances and permits, payments on permanent work and on alternate/improved projects.

1.3.5 Provide program guidance to the State and to sub-grantees on all aspects of debris management.

1.3.6 Review Hazard Mitigation Assistance Programs applications for regulatory compliance.

- 1.3.7** Provide oversight on the review and process of all necessary documentation to support the expenditure of funds under the Hazard Mitigation Assistance Programs.
- 1.3.8** Provide technical assistance to sub-grantees on the appeals process; prepare supplemental responses to the sub-grantees appeal, and assist the sub-grantee in preparation of oral argument.
- 1.3.9** Serve as a member of a State/FEMA preliminary damage assessment team if required.
- 1.3.10** Provide any additional services required for the administration of the FEMA Public Assistance and Hazard Mitigation Assistance programs.

1.4 PERFORMANCE MEASURES

The contractor shall be evaluated quarterly in accordance with the GOHSEP Contractor Evaluation System to determine if the Contractor is performing to the standards required by the State.

1.5 DELIVERABLES

1.5.1 DAILY REPORTS

Contractor personnel will be required to prepare daily reports on their activities. These reports shall reflect the projects worked on, the tasks addressed for each project, future courses of action for the projects, project status and other information the contractor needs to communicate to his/her supervisor.

1.5.2 MONTHLY REPORTS

The Contractor Senior Advisor for Disaster Recovery and Senior Advisor for Mitigation shall prepare a monthly report for the GOHSEP Deputy Director for Disaster Recovery summarizing the activities of the contractor staff and providing appropriate advice and courses of action in accordance with the Statement of Work and stated Goals.

1.5.3 PERSONNEL

The Contractor shall deploy those qualified personnel as required by the State within the time frame specified by the State.

1.6 MONITORING PLAN

In accordance with the requirements stated in 44 CFR Part 13.40, the State and the Contractor will adhere to the following monitoring plan:

1.6.1 ASSIGNED GOHSEP PERSONNEL

1.6.1.1 GOHSEP PROJECT MANAGER

Mark DeBosier, Deputy Director for Disaster Recovery Division is appointed as the GOHSEP Project Manager (PM) for this contract. GOHSEP reserves the right to replace the PM at its discretion. The Contractor shall continue to be responsible for the management, supervision and performance of Contractor personnel.

1.6.1.2 GOHSEP CONTRACT MONITOR

The Contract Monitor (CM) for GOHSEP shall be Steve Terry, Executive Officer for Administration and Logistics, Disaster Recovery Division. GOHSEP reserves the right to replace the CM at its discretion.

1.6.1.3 RESPONSIBILITIES OF GOHSEP PERSONNEL

1.6.1.3.1 Responsibilities of Project Manager

1.6.1.3.1.1 Monitors performance of the contract

1.6.1.3.1.2 Provides guidance and assistance to the Contract Monitor.

1.6.1.3.2 Responsibilities of Contract Monitor

1.6.1.3.2.1 Prepare and deliver appropriate task orders directed to the Contractor

1.6.1.3.2.2 Provide oversight and direction on the day-to-day activities of Contractor personnel

1.6.1.3.2.3 Serve as GOHSEP principal point of contact for Contractor project manager and as monitor of Contractor's performance under this contract

1.6.1.3.2.4 Regularly monitor the staffing levels of the Contractor and maintain/adjust those staffing levels in accordance with the needs of GOHSEP

1.6.1.3.2.5 Coordinate with applicants and measure the effectiveness of Contractor personnel assigned to applicants

1.6.1.3.2.6 Prepare monthly performance evaluations on Contractor's performance

1.6.2 ASSIGNED CONTRACTOR PERSONNEL

1.6.2.1 The Project Manager for the Contractor

(Name of individual to be supplied by Contractor prior to signing of contract) is hereby appointed as the Contractor's PM for this contract

1.6.2.2 Responsibilities of Contractor Project Manager

1.6.2.2.1 Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor personnel are performing within the contract scope of services

1.6.2.2.2 Execute all task orders signed by the State PM or other individual authorized in writing by the Director, GOHSEP

1.6.2.2.3 Insure that the following deliverables are produced:

1.6.2.2.4 Monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individuals performing the work

1.6.2.2.5 Weekly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week

1.6.2.2.6 All monthly time sheets will be due on the 15th day of the following month; all weekly reports will be due on Monday.

1.7 PERSONNEL AND COST

The Contractor shall provide the following positions during the performance of this contract. Each position will be paid the hourly rate as indicated. The stated hourly rates are inclusive of all costs except for travel.

Position	Estimated Number Required	Hourly Rate per Position
Senior Advisor for Disaster Recovery	1	
PA Program Assistance Liaison	24	
Technical Assistance Liaison	12	
Problem Resolution Officer	2	
Appeals Specialist	2	
Debris Manager	1	
Senior Advisor for Mitigation	1	
Mitigation Specialist	10	
Disaster Recovery Technician	2	
Project Manager	1	

1.8 DEPLOYMENT OF PERSONNEL

The Contractor shall be required to deploy (report for duty) a minimum of fifty percent (50%) of the listed personnel on the day the contract commences and the remainder to report within thirty days of the contract commencement date. The Senior Advisor for Disaster Recovery shall be required to work a minimum of 40 hours per month with any additional time to be assigned at the discretion of the GOHSEP Deputy Director for Disaster Recovery.

1.9 MODIFICATION OF PERSONNEL NUMBERS

The Contractor shall be required to add or remove staff from the estimated number required during the term of this contract based solely on the discretion and needs of the State.

1.10 SUBSTITUTION OF PERSONNEL

The Contractor's personnel assigned to this contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

1.11 TRAVEL EXPENSES

Travel expenses shall be reimbursed to Contractor personnel in accordance with the Louisiana Division of Administration Policy and Procedure Memorandum 49 (the state travel regulation).

2.0 TERM OF CONTRACT AND MAXIMUM PAYMENT

2.1 TERM OF CONTRACT

The term of this contract shall begin on August 24, 2010 and shall terminate on August 23, 2011. The State has the right to extend the contract for two additional 12-month periods, for a maximum contract period of three years.

2.2 MAXIMUM PAYMENT

This contract shall not exceed _____ annually.

3.0 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. The contractor shall understand that all services are contracted services; there shall be no employee/employer relationship established between the contractor's staff and the State. Contractor's federal tax identification number is (Contractor's TIN).

4.0 PAYMENT

4.1 PERFORMANCE

Payments are predicated upon satisfactory performance of the tasks and deliverables assigned to Contractor personnel by the Project Manager. The State will make every reasonable effort to make payments within 30 workdays of the invoice once approved by the State Project Manager.

4.2 REQUIRED DOCUMENTS FOR PAYMENT

The Contractor is required to produce the following documents to receive payment:

4.2.1 Invoices, which will be submitted no later than 30 days after the end of the billing period

4.2.2 Payroll time sheets evidencing names of personnel and hours worked and including time in/out for all Contractor personnel which shall be duly certified by the Contractor's project manager and submitted monthly.

4.2.3 All invoices for travel expenses.

5.0 TERMINATION

5.1 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time and for any reason without penalty. In the event the State exercises its right to terminate this contract, Contractor shall be entitled to payment for the work that has been performed satisfactorily.

5.2 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract provided that the State shall give the Contractor written notice specifying the Contractor's failure to perform as specified in this contract. Contractor has 30 days from the date of notice to cure the default.

Contractor agrees to have staff available as per the requirements of this contract. If contractor does not provide requested staff as indicated in the Scope of Services (paragraph 1.0) and Personnel and Costs (paragraph 1.7), damages will be accorded to the State in an amount at, or equal to the projected cost for those contractor services had the requested staff personnel commenced work as requested.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and the State has 30 days from the date of notice to cure the default.

6.0 APPLICABLE LAW AND VENUE FOR REMEDIES

6.1 GOVERNING LAW

This Contract shall be governed by the laws of the State of Louisiana and the provisions of LSA-R.S. 39:1524-1526.

6.2 VENUE

The proper venue for any judicial action shall be the 19th Judicial District Court for the State of Louisiana.

7.0 OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

8.0 INDEMNIFICATION & LIMITATION OF LIABILITY

Contractor shall hold harmless GOHSEP, the State of Louisiana, and any and all of its employees, agents, other contractors or officers from any legal action, damages, injury or costs incurred by any person or to any property as a result of the activity, condition or event arising out of the actions and performance of the agents, assigns, subcontractors and employees of the Contractor in the performance of this contract.

9.0 DAMAGES AND PERFORMANCE

Contractor agrees to provide adequate staff to meet the Scope of Services as outlined in paragraph 1.1 and those requirements determined by the GOHSEP PM. Should Contractor fail to provide the required staff within 30 calendar days of written notice from the GOHSEP PM, damages will be accorded to GOHSEP in an amount equal to the cost of the staffing services not provided by the Contractor until said services are provided or until the termination of this contract, whichever occurs first. Contractor shall provide a

letter of credit or performance guarantee in the amount of \$1,000,000 approved by GOHSEP which shall remain in effect during the term of the contract to include any renewal terms.

10.0 ASSIGNMENT OF CONTRACT

Contractor shall not assign or transfer any interest in this contract by assignment, transfer, or novation, without prior written consent of GOHSEP.

11.0 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated

12.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

13.0 AUDIT AUTHORITY

The State Legislative Auditor, federal auditors and internal auditors of the Division of Administration, GOHSEP or others so designated by the Louisiana Department of Administration, has the authority to audit all records of the Contractor directly related to this contract for a period of five (5) years from the date of the last payment made under this contract.

14.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

15.0 CONFIDENTIALITY OF DATA

Any and all information relating to GOHSEP's operation and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall not be disclosed by the Contractor to any third party without the specific authorization of GOHSEP.

16.0 CONFLICT OF INTEREST

The Contractor agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further agrees that in the performance of this contract, no person having any such interest shall be employed

17.0 SUBCONTRACTORS

The Contractor is required to provide the State with the names and qualifications of those subcontractors which the Contractor intends to employ for this contract as outlined in the RFP issued in connection with this contract. The contractor shall not employ subcontractors to provide any of the services described herein without the express prior written approval of the State. The existence of a subcontract shall not operate to limit or diminish the duties or liabilities of the Contractor under this contract.

18.0 DISCRIMINATION CLAUSE

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

19.0 INSURANCE

Contractor's insurance shall be placed with a carrier with an A.M. Best's rating of no less than A-. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until Contractor has obtained all insurance required as outlined herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Workman's Compensation Insurance: Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workman's Compensation insurance covering Contractor employees assigned to this contract. In the event any work is sublet, the Contractor shall require the

subcontractor to provide Workman's Compensation insurance with similar coverage for sub-contractor employees, unless such employees are covered by the Contractor's policy.

Commercial General Liability Insurance: During the term of this contract, the Contractor shall maintain a general liability policy in the amount of \$1,000,000 for claims arising out of the liability and actions of the Contractor by its employees, agents, assigns, subcontractors or the like which may result in personal injury, death, property damage or the like during the performance of those duties in connection with this contract.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

20.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this contract. The contractor agrees to immediately notify GOHSEP if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

21.0 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

22.0 ENTIRE AGREEMENT

This contract, together with the RFP and any addenda issued thereto by GOHSEP, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

23.0 ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 2010,
and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

(INSERT CONTRACTOR'S NAME HERE)

Print Name: _____

By: _____

Title: _____

Print Name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 2010,
and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS OF THE STATE OF
LOUISIANA:

Print Name: _____

By: _____

Title: _____

Print Name: _____